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RECORDATION NO. 17121-B, C, D
FILED 1/15/97
JAN 15 1997 2:45 PM

January 15, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are four (4) copies of the following three (3) secondary documents, all dated as of January 12, 1996: a Bill of Sale and Partial Release; a Lease Supplement No. 2; and a Supplement No. 1 to Security Agreement.

The enclosed documents relate to the Equipment Lease Agreement and Security Agreement which were previously filed with the Commission under Recordation Numbers 17121 and 17121-A.

The names and addresses of the parties to the enclosed documents are:

Bill of Sale
and Lease Supplement No. 2

Seller/Lessor: Wilmington Trust Company, as Trustee
Rodney Square North
1100 North Market
Wilmington, Delaware 19890

Buyer/Lessee: General American Transportation Corporation
500 West Monroe Street
Chicago, Illinois 60661

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Supplement No 1 to Security Agreement
and Partial Release

Debtor: Wilmington Trust Company, as Trustee
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Secured Party. Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60690


A description of the railroad equipment covered by the enclosed documents is.

railcar GACX 73642 is being substituted for railcar GACX 73416

Also enclosed is a check in the amount of \$66 00 payable to the order of the
Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W Alvord

RWA/bg
Enclosures

LEASE SUPPLEMENT NO. 2
(GATC Trust No 90-2)

This Lease Supplement No. 2, dated as of January 12, 1996 between Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and General American Transportation Corporation, a New York corporation ("Lessee");

Witnesseth:

The Lessor and the Lessee have heretofore entered into that certain Equipment Lease (GATC Trust No. 90-2) dated as of December 14, 1990 (the "Lease"). The terms used herein are used with the meanings specified in the Lease.

The Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for, among other things, the purpose of particularly describing the Item of Equipment to be leased to the Lessee in substitution for damaged or destroyed Item of Equipment previously leased to Lessee.

Now, therefore, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 2 of the Lease, the Lessor and the Lessee hereby agree as follows:


1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as herein supplemented, the Item of Equipment described in Schedule 1 hereto.
2. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.
3. To the extent that this Lease Supplement constitutes chattel paper (as each term is defined in the Uniform Commercial Code) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee for the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.
4. This Lease Supplement shall be construed in accordance with the laws and decisions of the State of Illinois, without regard to

principles of conflicts of law *provided, however*, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

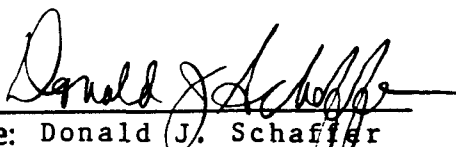
5. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

Wilmington Trust Company,
not in its individual capacity but solely as Owner Trustee

By: 
Name: EDWARD L. TRUITT, JR.
Title: Financial Services Officer

General American Transportation Corporation

By: 
Name: Donald J. Schaffer
Title: VP Finance and CFO

State of Delaware)
) SS
County of New Castle)

On this 22 day of January, 1996, before me personally appeared Ed J. Smith Jr., to me personally known, who being by me duly sworn, say that he is For Sales Office of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public Cheryl Ann MacNeill
[Notarial Seal] **CHERYL ANN MACNEILL**
NOTARY PUBLIC

My commission expires: ~~My commission expires~~ November 2, 1997

State of Illinois)
) SS
County of Cook)

On this 12th day of January, 1996, before me personally appeared Donald J. Schaffa to me personally known, who being by me duly sworn, say that he is VP Finance & CFO of General American Transportation Corporation, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lisa M. Ibarra
Notary Public

[Notarial Seal]

My commission expires:



6/4/98

SCHEDULE 1

<u>Description</u>	<u>DOT Class</u>	<u>Car Marking</u>
Freight Car	AARL/O	GACX 73642